

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE SUPPLEMENTAL LEASE AGREEMENT	SUPPLEMENTAL AGREEMENT No. 3	DATE MAY 14 2012
	TO LEASE NO. GS-11B-02213	

ADDRESS OF PREMISES 7700 Arlington Boulevard
Falls Church
VA, 22042

THIS AGREEMENT, made and entered into this date by and between GBA Associates Limited Partnership whose address is: 7700 Arlington Boulevard, Falls Church, VA 22042

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, effective 12/05/2011, as follows:

This Supplemental Lease Agreement is issued to reflect the partial acceptance of space and commencement of the Rent for the said leased premises.

The Government hereby accepts 257,724 BOMA Rentable Square Feet (BRSF) yielding 247,999 BOMA Office Usable Square Feet (BOUSF) in the building know as the Northwest Building. Additionally, the Government hereby accepts 256,959 BRSF yielding 248,202 BOASF in the building known as the Main Building.

NORTHWEST AND MAIN BUILDING SQUARE FOOTAGE:

- Northwest Building 1stFloor = 64,397 BRSF / 62,212 BOUSF
- Northwest Building 2ndFloor = 62,954 BRSF / 60,306 BOUSF
- Northwest Building 3rdFloor = 64,274 BRSF / 62,074 BOUSF
- Northwest Building 4thFloor = 66,099 BRSF / 63,407 BOUSF
- **NORTHWEST BUILDING TOTAL = 257,724 BRSF / 247,999 BOUSF**

- Main Building 1st Floor = 121,382 BRSF / 117,265 BOUSF
- Main Building 3rdFloor = 135,577 BRSF / 130,937 BOUSF
- **MAIN BUILDING TOTAL = 256,959 BRSF / 248,202 BOASF**

Acceptance of NW and Main Building= 514,683 BRSF / 496,201 BOASF

The Rent commencement date for the total of 514,683 BRSF yielding 496,201 BOASF (considered Phase 1) of office and related space is established as December 5, 2011 and to expire on December 4, 2026. The total space accepted to date is 514,683 BRSF (496,201 BOASF). A subsequent SLA will be executed to establish the rent commencement date for the remaining space of the lease.

Per paragraph 2 of the Standard Form 2 (SF2), the effective date of this Lease is December 5, 2011 (Phase 1).

Paragraph 3 of the Standard Form 2 (SF 2) shall be amended as follows:

Effective December 5, 2011, the Government shall pay the Lessor the annual rent of \$19,218,263.22 (\$37.34 x 514,683 BRSF) at the rate of \$1,601,521.94 per month in arrears. The operating cost portion of the annual rent will be \$4,659,797.96 (514,683 BRSF x \$9.05372426 per BRSF). Rent for a lesser period shall be prorated. Rent checks shall be made payable to: GBA Associates Limited Partnership or in accordance with the provision on electronic payment of funds. Notwithstanding the foregoing, the rent shall be fully abated for the first month of rent and partially abated for the second month of rent, equivalent in value to \$2,419,095.24. The remaining rent due for the second month will be \$783,948.64.

Per paragraph 5 of SLA 1, the Government's base cost of services and utilities for the purposes of calculating the operating cost adjustments will remain \$6,211,624.41, based on the entire lease. Although, occupancy will be phased under this lease, operating cost adjustments will be based on the date of the acceptance of this 1st Phase (Lease effective date of December 5, 2011 and expiring on December 4, 2026).

Per paragraph 6.B) of the SF 2, annual rent set forth above \$19,218,263.22 includes a Tenant Improvement Allowance (TIA) of \$42.08 per USF for a total of \$20,880,138.08 amortized at 0% of the firm term of the lease. The remaining TIA, per the SF2, will be addressed upon completion of Phase 2.

Paragraph 6.Q) of the Standard Form 2 shall be amended as follows:

Commission and Commission Credit – The Lessor has agreed to pay a lease commission equal to [REDACTED] of years 1-10 and [REDACTED] for years 11-15 of the firm term value of this lease, payable in accordance with the SFO. The total amount of the Commission is [REDACTED]. In accordance with the "Broker Commission and Commission Credit" paragraph of the SFO, the Government's Broker (CB Richard Ellis, Inc.) shall forego [REDACTED] of the Commission ("Commission Credit") that it is entitled to receive in connection with this lease. The Commission Credit is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit [REDACTED] to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO, as well as the commission agreement between the Lessor and the Broker dated November 30, 2009.

Notwithstanding Paragraph 3 of the Standard Form 2, the Shell portion of the rental payments due and owing under this lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first full month's rental payment of the lease term. The Commission Credit will be broken into four equal parts ([REDACTED] / 4 = [REDACTED]), with the first Credit taken out as follows:

First Full Month's Rental Payment (3rd month of rent / February 2012) of \$1,601,521.94 minus prorated Commission Credit of [REDACTED] equals [REDACTED] adjusted First Full Month's Rent.

The remaining Commission Credit of [REDACTED] (Total Commission Credit [REDACTED] – [REDACTED] = [REDACTED]) will be deducted from the increased Phase 2 rent and memorialized in SLA 4.

The 2nd Paragraph of 6. R) of the SF 2 shall be amended as follows:

Substantial completion shall occur in three (3) Phases: 514,683 BRSF on December 5, 2011, 153,602 BRSF by March 2012, and 17,800 BRSF by June 25, 2012.

The Government's percentage of occupancy for the purposes of calculating tax adjustments for Phase 1 is 75.017381% (effective December 5, 2011).

It is understood that only upon execution by the Government does this SLA become binding on both parties

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the undersigned have hereunto set their names as of the above date.

LESSEE: [REDACTED] ship

BY: [REDACTED]

IN TESTIMONY WHEREOF, [REDACTED]

VICE PRESIDENT

(Title)

7700 ARLINGTON BLVD
(Address) *FOUR CHURCH, VA 22042*

[REDACTED]

(Signature)

Contracting Officer, GSA, NCR, PBS, WPD
(Official Title)